

12/11/2019 04:50:24pm

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IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION

In re: **Amanda LaShelle Mason**  
12428 Hunters Cabin Ct  
Burleson, TX 76028

xxx-xx-5982

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Case No: 19-44833-ELM-13

Date: 11/27/2019

Chapter 13

Debtor(s)

DEBTOR'S(S') CHAPTER 13 PLAN  
(CONTAINING A MOTION FOR VALUATION)

## DISCLOSURES

- ☒ This *Plan* does not contain any *Nonstandard Provisions*.
- ☐ This *Plan* contains *Nonstandard Provisions* listed in Section III.
- ☐ This *Plan* does not limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.
- ☒ This *Plan* does limit the amount of a secured claim based on a valuation of the *Collateral* for the claim.

This *Plan* does not avoid a security interest or lien.

Language in italicized type in this *Plan* shall be as defined in the "General Order 2017-01, Standing Order Concerning Chapter 13 Cases" and as it may be superseded or amended ("General Order"). All provisions of the General Order shall apply to this *Plan* as if fully set out herein.

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Plan Payment: Variable  
Plan Term: 60 months  
Plan Base: \$101,005.00  
Applicable Commitment Period: 36 months

Value of Non-exempt property per § 1325(a)(4): \$117.60  
Monthly Disposable Income per § 1325(b)(2): \$0.00  
Monthly Disposable Income x ACP ("UCP"): \$0.00

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Debtor(s): Amanda LaShelle Mason

**MOTION FOR VALUATION**

Pursuant to Bankruptcy Rule 3012, for purposes of 11 U.S.C. § 506(a) and § 1325(a)(5) and for purposes of determination of the amounts to be distributed to holders of secured claims who do not accept the *Plan*, *Debtor(s)* hereby move(s) the Court to value the *Collateral* described in Section I, Part E.(1) and Part F of the *Plan* at the lesser of the value set forth therein or any value claimed on the proof of claim. Any objection to valuation shall be filed at least seven (7) days prior to the date of the *Trustee's* pre-hearing conference regarding Confirmation or shall be deemed waived.

**SECTION I**  
**DEBTOR'S(S) CHAPTER 13 PLAN - SPECIFIC PROVISIONS**  
**FORM REVISED 7/1/17**

**A. PLAN PAYMENTS:**

*Debtor(s)* propose(s) to pay to the *Trustee* the sum of:

\$1,000.00 per month, months 1 to 1.

\$1,695.00 per month, months 2 to 60.

For a total of \$101,005.00 (estimated "*Base Amount*").

First payment is due 12/27/2019.

The applicable commitment period ("*ACP*") is 36 months.

Monthly Disposable Income ("*DI*") calculated by *Debtor(s)* per § 1325(b)(2) is: \$0.00.

The Unsecured Creditors' Pool ("*UCP*"), which is *DI* x *ACP*, as estimated by the *Debtor(s)*, shall be no less than:  
\$0.00.

*Debtor's(s')* equity in non-exempt property, as estimated by *Debtor(s)* per § 1325(a)(4), shall be no less than:  
\$117.60.

**B. STATUTORY, ADMINISTRATIVE AND DSO CLAIMS:**

1. **CLERK'S FILING FEE:** Total filing fees paid through the *Plan*, if any, are \$0.00 and shall be paid in full prior to disbursements to any other creditor.
2. **STATUTORY TRUSTEE'S PERCENTAGE FEE(S) AND NOTICING FEES:** *Trustee's Percentage Fee(s)* and any noticing fees shall be paid first out of each receipt as provided in General Order 2017-01 (as it may be superseded or amended) and 28 U.S.C. § 586(e)(1) and (2).
3. **DOMESTIC SUPPORT OBLIGATIONS:** The *Debtor* is responsible for paying any Post-petition Domestic Support Obligation directly to the DSO claimant. Pre-petition Domestic Support Obligations per Schedule "E/F" shall be paid in the following monthly payments:

<u>DSO CLAIMANTS</u>	<u>SCHED. AMOUNT</u>	<u>%</u>	<u>TERM (APPROXIMATE)</u> <u>(MONTHS __ TO __)</u>	<u>TREATMENT</u> <u>\$__ PER MO.</u>
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- C. **ATTORNEY FEES:** To Robert A. Higgins & Associates, P.C., total: \$3,700.00;  
\$251.00 Pre-petition; \$3,449.00 disbursed by the *Trustee*.

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**D.(1) PRE-PETITION MORTGAGE ARREARAGE:**

MORTGAGEE	SCHED. ARR. AMT	DATE ARR. THROUGH	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
Midland Mortgage Co Homestead	\$4,889.50		0.00%	Month(s) 1-60	Pro-Rata

**D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY THE TRUSTEE IN A CONDUIT CASE:**

MORTGAGEE	# OF PAYMENTS PAID BY TRUSTEE	CURRENT POST- PETITION MORTGAGE PAYMENT AMOUNT	FIRST CONDUIT PAYMENT DUE DATE (MM-DD-YY)
Midland Mortgage Co Homestead	59 month(s)	\$970.90	02/01/2020

**D.(3) POST-PETITION MORTGAGE ARREARAGE:**

MORTGAGEE	TOTAL AMT.	DUE DATE(S) (MM-DD-YY)	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
Midland Mortgage Co Homestead	\$1,941.80	12/1/19-1/1/20	0.00%	Month(s) 1-60	Pro-Rata

**E.(1) SECURED CREDITORS - PAID BY THE TRUSTEE:**

A.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
Santander 2016 Chevrolet Malibu	\$19,899.00	\$12,125.00	4.25%	Month(s) 3-54	\$259.00

B.

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	%		TREATMENT Pro-rata
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To the extent the value amount in E.(1) is less than the scheduled amount in E.(1), the creditor may object. In the event a creditor objects to the treatment proposed in paragraph E.(1), the Debtor(s) retain(s) the right to surrender the Collateral to the creditor in satisfaction of the creditor's claim.

**E.(2) SECURED 1325(a)(9) CLAIMS PAID BY THE TRUSTEE - NO CRAM DOWN:**

A.

CREDITOR / COLLATERAL	SCHED. AMT.	%	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT Per Mo.
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B.

CREDITOR / COLLATERAL	SCHED. AMT.	%		TREATMENT Pro-rata
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The valuation of Collateral set out in E.(1) and the interest rate to be paid on the above scheduled claims in E.(1) and E.(2) will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the Trustee's Recommendation Concerning Claims ("TRCC") or by an order on an objection to claim.

Absent any objection to the treatment described in E.(1) or E.(2), the creditor(s) listed in E.(1) and E.(2) shall be deemed to have accepted the Plan per section 1325(a)(5)(A) of the Bankruptcy Code and to have waived its or their rights under section 1325(a)(5)(B) and (C) of the Bankruptcy Code.

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**F. SECURED CREDITORS - COLLATERAL TO BE SURRENDERED:**

CREDITOR / COLLATERAL	SCHED. AMT.	VALUE	TREATMENT
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Upon confirmation, pursuant to 11 U.S.C. § 1322(b)(8), the surrender of the *Collateral* described herein will provide for the payment of all or part of a claim against the *Debtor(s)* in the amount of the value given herein.

The valuation of *Collateral* in F will be finally determined at confirmation. The allowed claim amount will be determined based on a timely filed proof of claim and the *Trustee's Recommendation Concerning Claims* ("TRCC") or by an order on an objection to claim.

The *Debtor(s)* request(s) that the automatic stay be terminated as to the surrendered *Collateral*. If there is no objection to the surrender, the automatic stay shall terminate and the *Trustee* shall cease disbursements on any secured claim which is secured by the *Surrendered Collateral*, without further order of the Court, on the 7th day after the date the *Plan* is filed. However, the stay shall not be terminated if the *Trustee* or affected secured lender files an objection in compliance with paragraph 8 of the General Order until such objection is resolved.

Nothing in this *Plan* shall be deemed to abrogate any applicable non-bankruptcy statutory or contractual rights of the *Debtor(s)*.

**G. SECURED CREDITORS - PAID DIRECT BY DEBTOR:**

CREDITOR	COLLATERAL	SCHED. AMT.
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**H. PRIORITY CREDITORS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:**

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
Internal Revenue Service	\$9,787.31	Month(s) 1-60	Pro-Rata

**I. SPECIAL CLASS:**

CREDITOR	SCHED. AMT.	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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JUSTIFICATION: \_\_\_\_\_

**J. UNSECURED CREDITORS:**

CREDITOR	SCHED. AMT.	COMMENT
Affiliate Asset Solutions	\$1,877.00	
Big Picture Loan	\$1,325.74	
Cleburne Eye Clininc	\$39.00	
Clinical Pathology Labs	\$17.45	
Clinical Pathology Labs	\$18.67	
Commonwealth Financial Systems	\$1,877.00	
Credit collection Sevices	\$18.67	
Credit One Bank	\$100.00	
Credit Systems International, Inc	\$42.00	
Credit Systems International, Inc	\$58.00	
Credit Systems International, Inc.	\$57.64	
Delta Dental	\$28.00	
Dr. James Bothwell	\$400.00	
Enhanced Recovery Corp	\$83.00	

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Express Scripts	\$216.35	
First Access	\$269.39	
First PREMIER Bank	\$699.00	
First PREMIER Bank	\$270.00	
Genesis Bc/Celtic Bank	\$455.00	
Indigo	\$0.00	
McCreary, Veselka, Bragg & Allen. L.L.C.	\$1,001.59	
Nationwide Recovery Sy	\$545.00	
Naviet	\$225,874.00	
North Texas Tollway Authority	\$453.78	
North Texas Tollway Authority	\$697.70	
Online Collections	\$120.00	
Path Advantage	\$270.00	
Peterson Medical GRoup	\$229.96	
Phoenix Financial Group	\$2,421.65	
Professional Finance Company.	\$18.66	
Quest Diagnostics	\$20.20	
Quest Diagnostics	\$6.72	
Recivable Management Services. LLC	\$194.00	
Safe Auto Insurance	\$19.00	
Santander	\$7,774.00	Unsecured portion of the secured debt (Bifurcated)
Speedy Cash	\$647.62	
Sundance Anesthesia	\$91.85	
Texas Brace Systems	\$13.74	
Texas Health Physicians Group	\$337.08	
The Brace Center LLC	\$42.27	
Third Coast Emerg. Phys.-Sid Peterson, P	\$544.64	
Total Visa/Bank of Missouri	\$269.00	
Total Visa/Bank of Missouri	\$332.00	
Transworld Systems	\$100.00	
Tx Tag	\$100.81	
US Anesthesia	\$692.25	
TOTAL SCHEDULED UNSECURED:	\$250,669.43	

The Debtor's(s) estimated (but not guaranteed) payout to unsecured creditors based on the scheduled amount is 0%.

General unsecured claims will not receive any payment until after the order approving the TRCC becomes final.

**K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:**

§ 365 PARTY	ASSUME/REJECT	CURE AMOUNT	TERM (APPROXIMATE) (MONTHS __ TO __)	TREATMENT
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**SECTION II**  
**DEBTOR'S(S) CHAPTER 13 PLAN - GENERAL PROVISIONS**  
**FORM REVISED 7/1/17**

**A. SUBMISSION OF DISPOSABLE INCOME:**

Debtor(s) hereby submit(s) future earnings or other future income to the Trustee to pay the Base Amount.

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**B. ADMINISTRATIVE EXPENSES, DSO CLAIMS & PAYMENT OF TRUSTEE'S STATUTORY PERCENTAGE FEE(S) AND NOTICING FEES:**

The Statutory Percentage Fees of the *Trustee* shall be paid in full pursuant to 11 U.S.C. §§ 105(a), 1326(b)(2), and 28 U.S.C. § 586(e)(1)(B). The *Trustee* is authorized to charge and collect Noticing Fees as indicated in Section I, Part "B" hereof.

**C. ATTORNEY FEES:**

*Debtor's(s')* Attorney Fees totaling the amount indicated in Section I, Part C, shall be disbursed by the *Trustee* in the amount shown as "Disbursed By The Trustee" pursuant to this *Plan* and the *Debtor's(s')* Authorization for Adequate Protection Disbursements ("AAPD"), if filed.

**D.(1) PRE-PETITION MORTGAGE ARREARAGE:**

The Pre-Petition *Mortgage Arrearage* shall be paid by the *Trustee* in the allowed pre-petition arrearage amount and at the rate of interest indicated in Section I, Part D.(1). To the extent interest is provided, it will be calculated from the date of the Petition. The principal balance owing upon confirmation of the *Plan* on the allowed pre-petition *Mortgage Arrearage* amount shall be reduced by the total adequate protection less any interest (if applicable) paid to the creditor by the *Trustee*. Such creditors shall retain their liens.

**D.(2) CURRENT POST-PETITION MORTGAGE PAYMENTS DISBURSED BY TRUSTEE IN A CONDUIT CASE:**

*Current Post-Petition Mortgage Payment(s)* shall be paid by the *Trustee* as indicated in Section I, Part D.(2), or as otherwise provided in the General Order.

The *Current Post-Petition Mortgage Payment(s)* indicated in Section I, Part D.(2) reflects what the *Debtor(s)* believe(s) is/are the periodic payment amounts owed to the *Mortgage Lender* as of the date of the filing of this *Plan*. Adjustment of the *Plan Payment* and *Base Amount* shall be calculated as set out in the General Order, paragraph 15(c)(3).

Payments received by the *Trustee* for payment of the *Debtor's Current Post-Petition Mortgage Payment(s)* shall be deemed adequate protection to the creditor.

Upon completion of the *Plan*, *Debtor(s)* shall resume making the *Current Post-Petition Mortgage Payments* required by their contract on the due date following the date specified in the *Trustee's* records as the date through which the *Trustee* made the last *Current Post-Petition Mortgage Payment*.

Unless otherwise ordered by the Court, and subject to Bankruptcy Rule 3002.1(f)-(h), if a *Conduit Debtor* is current on his/her *Plan Payments* or the payment(s) due pursuant to any wage directive, the *Mortgage Lender* shall be deemed current post-petition.

**D.(3) POST-PETITION MORTGAGE ARREARAGE:**

The *Post-Petition Mortgage Arrearage* shall be paid by the *Trustee* in the allowed amount and at the rate of interest indicated in Section I, Part D.(3). To the extent interest is provided, it will be calculated from the date of the Petition.

*Mortgage Lenders* shall retain their liens.

**E.(1) SECURED CLAIMS TO BE PAID BY TRUSTEE:**

The claims listed in Section I, Part E.(1) shall be paid by the *Trustee* as secured to the extent of the lesser of the allowed claim amount (per a timely filed Proof of Claim not objected to by a party in interest) or the value of the *Collateral* as stated in the *Plan*. Any amount claimed in excess of the value shall automatically be split and treated as unsecured as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(1) as set out in 11 U.S.C. § 1325(a)(5)(B)(i) and shall receive interest at the rate indicated from the date of confirmation or, if the value shown is greater than the allowed claim amount, from the date of the Petition, up to the amount by which the claim is over-secured. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments less any interest (if applicable) paid to the creditor by the *Trustee*.

**E.(2) SECURED 1325(a)(9) CLAIMS TO BE PAID BY THE TRUSTEE--NO CRAM DOWN:**

Claims in Section I, Part E.(2) are either debts incurred within 910 days of the *Petition Date* secured by a purchase money security interest in a motor vehicle acquired for the personal use of the *Debtor(s)* or debts incurred within one year of the *Petition Date* secured by any other thing of value.

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The claims listed in Section I, Part E.(2) shall be paid by the *Trustee* as fully secured to the extent of the allowed amount (per a timely filed Proof of Claim not objected to by a party in interest). Such creditors shall retain their liens on the *Collateral* described in Section I, Part E.(2) until the earlier of the payment of the underlying debt determined under non-bankruptcy law or a discharge under § 1328 and shall receive interest at the rate indicated from the date of confirmation. The principal balance owing upon confirmation of the *Plan* on the allowed secured claim shall be reduced by the total of adequate protection payments paid to the creditor by the *Trustee*.

To the extent a secured claim not provided for in Section I, Part D, E.(1) or E.(2) is allowed by the Court, *Debtor(s)* will pay the claim direct per the contract or statute.

Each secured claim shall constitute a separate class.

**F. SATISFACTION OF CLAIM BY SURRENDER OF COLLATERAL:**

The claims listed in Section I, Part F shall be satisfied as secured to the extent of the value of the *Collateral*, as stated in the *Plan*, by surrender of the *Collateral* by the *Debtor(s)* on or before confirmation. Any amount claimed in excess of the value of the *Collateral*, to the extent it is allowed, shall be automatically split and treated as indicated in Section I, Part H or J, per 11 U.S.C. § 506(a).

Each secured claim shall constitute a separate class.

**G. DIRECT PAYMENTS BY DEBTOR(S):**

Payments on all secured claims listed in Section I, Part G shall be disbursed by the *Debtor(s)* to the claimant in accordance with the terms of their agreement or any applicable statute, unless otherwise provided in Section III, "Nonstandard Provisions."

No direct payment to the IRS from future income or earnings in accordance with 11 U.S.C. § 1322(a)(1) will be permitted.

Each secured claim shall constitute a separate class.

**H. PRIORITY CLAIMS OTHER THAN DOMESTIC SUPPORT OBLIGATIONS:**

Failure to object to confirmation of this *Plan* shall not be deemed acceptance of the "SCH. AMT." shown in Section I, Part H. The claims listed in Section I, Part H shall be paid their allowed amount by the *Trustee*, in full, pro-rata, as priority claims, without interest.

**I. CLASSIFIED UNSECURED CLAIMS:**

Classified unsecured claims shall be treated as allowed by the Court.

**J. GENERAL UNSECURED CLAIMS TIMELY FILED:**

All other allowed claims not otherwise provided for herein shall be designated general unsecured claims.

**K. EXECUTORY CONTRACTS AND UNEXPIRED LEASES:**

As provided in § 1322(b)(7) of the Bankruptcy Code, the *Debtor(s)* assume(s) or reject(s) the executory contracts or unexpired leases with parties as indicated in Section I, Part K.

Assumed lease and executory contract arrearage amounts shall be disbursed by the *Trustee* as indicated in Section I, Part K.

**L. CLAIMS TO BE PAID:**

"TERM (APPROXIMATE)" as used in this *Plan* states the estimated number of months from the *Petition Date* required to fully pay the allowed claim. If adequate protection payments have been authorized and made, they will be applied to principal as to both under-secured and fully secured claims and allocated between interest and principal as to over-secured claims. Payment pursuant to this *Plan* will only be made on statutory, secured, administrative, priority and unsecured claims that are allowed or, pre-confirmation, that the *Debtor(s)* has/have authorized in a filed Authorization for Adequate Protection Disbursements.

**M. ADDITIONAL PLAN PROVISIONS:**

Any additional *Plan* provisions shall be set out in Section III, "Nonstandard Provisions."

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**N. POST-PETITION NON-ESCROWED AD VALOREM (PROPERTY) TAXES AND INSURANCE:**

Whether the *Debtor* is a *Conduit Debtor* or not, if the regular payment made by the *Debtor* to a *Mortgage Lender* or any other lienholder secured by real property does not include an escrow for the payment of ad valorem (property) taxes or insurance, the *Debtor* is responsible for the timely payment of post-petition taxes directly to the tax assessor and is responsible for maintaining property insurance as required by the mortgage security agreement, paying all premiums as they become due directly to the insurer. If the *Debtor* fails to make these payments, the mortgage holder may, but is not required to, pay the taxes and/or the insurance. If the mortgage holder pays the taxes and/or insurance, the mortgage holder may file, as appropriate, a motion for reimbursement of the amount paid as an administrative claim or a *Notice of Payment Change by Mortgage Lender* or a *Notice of Fees, Expenses, and Charges*.

**O. CLAIMS NOT FILED:**

A claim not filed with the Court will not be paid by the *Trustee* post-confirmation regardless of its treatment in Section I or on the *AAPD*.

**P. CLAIMS FOR PRE-PETITION NON-PECUNIARY PENALTIES, FINES, FORFEITURES, MULTIPLE, EXEMPLARY OR PUNITIVE DAMAGES:**

Any unsecured claim for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims, shall be paid only a pro-rata share of any funds remaining after all other unsecured claims, including late filed claims, have been paid in full.

**Q. CLAIMS FOR POST-PETITION PENALTIES AND INTEREST:**

No interest, penalty, or additional charge shall be allowed on any pre-petition claims subsequent to the filing of the petition, unless expressly provided herein.

**R. BUSINESS CASE OPERATING REPORTS:**

Upon the filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report, business *Debtors* are no longer required to file operating reports with the *Trustee*, unless the *Trustee* requests otherwise. The filing of the *Trustee's* 11 U.S.C. § 1302(c) Business Case Report shall terminate the *Trustee's* duties but not the *Trustee's* right to investigate or monitor the *Debtor's(s)* business affairs, assets or liabilities.

**S. NO TRUSTEE'S LIABILITY FOR DEBTOR'S POST-CONFIRMATION OPERATION AND BAR DATE FOR CLAIMS FOR PRE-CONFIRMATION OPERATIONS:**

The *Trustee* shall not be liable for any claim arising from the post-confirmation operation of the *Debtor's(s)* business. Any claims against the *Trustee* arising from the pre-confirmation operation of the *Debtor's(s)* business must be filed with the Bankruptcy Court within sixty (60) days after entry by the Bankruptcy Court of the Order of Confirmation or be barred.

**T. DISPOSAL OF DEBTOR'S NON-EXEMPT PROPERTY; RE-VESTING OF PROPERTY; NON-LIABILITY OF TRUSTEE FOR PROPERTY IN POSSESSION OF DEBTOR WHERE DEBTOR HAS EXCLUSIVE RIGHT TO USE, SELL, OR LEASE IT; AND TRUSTEE PAYMENTS UPON POST CONFIRMATION CONVERSION OR DISMISSAL:**

*Debtor(s)* shall not dispose of or encumber any non-exempt property or release or settle any lawsuit or claim by *Debtor(s)*, prior to discharge, without consent of the *Trustee* or order of the Court after notice to the *Trustee* and all creditors.

Property of the estate shall not vest in the *Debtor* until such time as a discharge is granted or the *Case* is dismissed or closed without discharge. Vesting shall be subject to all liens and encumbrances in existence when the *Case* was filed and all valid post-petition liens, except those liens avoided by court order or extinguished by operation of law. In the event the *Case* is converted to a case under chapter 7, 11, or 12 of the Bankruptcy Code, the property of the estate shall vest in accordance with applicable law. After confirmation of the *Plan*, the *Trustee* shall have no further authority, fiduciary duty or liability regarding the use, sale, insurance of or refinance of property of the estate except to respond to any motion for the proposed use, sale, or refinance of such property as required by the applicable laws and/or rules. Prior to any discharge or dismissal, the *Debtor(s)* must seek approval of the court to purchase, sell, or refinance real property.

Upon dismissal of the *Case* post confirmation, the *Trustee* shall disburse all funds on hand in accordance with this *Plan*. Upon conversion of the *Case*, any balance on hand will be disbursed by the *Trustee* in accordance with applicable law.

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#### **U. ORDER OF PAYMENT:**

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 *Trustee* after the entry of an order confirming the Chapter 13 Plan, whether pursuant to this *Plan* or a modification thereof, will be paid in the order set out below, to the extent a creditor's claim is allowed or the disbursement is otherwise authorized. Each numbered paragraph below is a level of payment. All disbursements which are in a specified monthly amount are referred to as "per mo." At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on a per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. If multiple claimants are scheduled to receive per mo payments within the same level of payment and there are insufficient funds to make those payments in full, available funds will be disbursed to the claimants within that level on a pro-rata basis. Claimants with a higher level of payment which are designated as receiving pro-rata payments shall be paid, in full, before any disbursements are made to any claimant with a lower level of payment.

1st -- Clerk's Filing Fee and Trustee's Percentage Fee(s) and Noticing Fees in B.(1) and B.(2) and per statutory provisions will be paid in full.

2nd -- Current Post-Petition Mortgage Payments (Conduit) in D.(2) and as adjusted according to the General Order, which must be designated to be paid per mo.

3rd -- Creditors listed in E.(1)(A) and E.(2)(A), which must be designated to be paid per mo, and Domestic Support Obligations ("DSO") in B.(3), which must be designated to be paid per mo.

4th -- Attorney Fees in C, which must be designated to be paid pro-rata.

5th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid per mo.

6th -- Post-Petition Mortgage Arrearage as set out in D.(3), if designated to be paid pro-rata.

7th -- Arrearages owed on Executory Contracts and Unexpired Leases in K, which must be designated to be paid per mo.

8th -- Any Creditors listed in D.(1), if designated to be paid per mo.

9th -- Any Creditors listed in D.(1), if designated to be paid pro-rata and/or Creditors listed in E.(1)(B) or E.(2)(B), which must be designated to be paid pro-rata.

10th -- All amounts allowed pursuant to a *Notice of Fees, Expenses and Charges*, which will be paid pro-rata.

11th -- Priority Creditors Other than Domestic Support Obligations ("Priority Creditors") in H, which must be designated to be paid pro-rata.

12th -- Special Class in I, which must be designated to be paid per mo.

13th -- Unsecured Creditors in J, other than late filed or penalty claims, which must be designated to be paid pro-rata.

14th -- Late filed claims by Secured Creditors in D.(1), D.(2), D.(3), E.(1) and E.(2), which must be designated to be paid pro-rata, unless other treatment is authorized by the Court.

15th -- Late filed claims for DSO or filed by Priority Creditors in B.(3) and H, which must be designated to be paid pro-rata.

16th -- Late filed claims by Unsecured Creditors in J, which must be designated to be paid pro-rata.

17th -- Unsecured claims for a non-pecuniary penalty, fine, or forfeiture, or for multiple, exemplary or punitive damages, expressly including an IRS penalty to the date of the petition on unsecured and/or priority claims. These claims must be designated to be paid pro-rata.

#### **V. POST-PETITION CLAIMS:**

Claims filed under § 1305 of the Bankruptcy Code shall be paid as allowed. To the extent necessary, *Debtor(s)* will modify this *Plan*.

12/11/2019 04:50:24pm

Case No: 19-44833-ELM-13  
Debtor(s): **Amanda LaShelle Mason**

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**W. TRUSTEE'S RECOMMENDATION CONCERNING CLAIMS ("TRCC") PROCEDURE:**

See the provisions of the General Order regarding this procedure.

Case No: 19-44833-ELM-13  
Debtor(s): **Amanda LaShelle Mason**

12/11/2019 04:50:24pm

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**SECTION III  
NONSTANDARD PROVISIONS**

The following nonstandard provisions, if any, constitute terms of this *Plan*. Any nonstandard provision placed elsewhere in the *Plan* is void.

**None.**

I, the undersigned, hereby certify that the *Plan* contains no nonstandard provisions other than those set out in this final paragraph.

/s/ Vince M. Vela

Vince M. Vela, Debtor's(s') Attorney

\_\_\_\_\_  
Debtor (if unrepresented by an attorney)

Debtor's(s') Chapter 13 Plan (Containing a Motion for Valuation) is respectfully submitted.

/s/ Vince M. Vela

Vince M. Vela, Debtor's(s') Counsel

24097232

State Bar Number

12/11/2019 04:50:24pm

Case No: 19-44833-ELM-13  
 Debtor(s): **Amanda LaShelle Mason**

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify that the foregoing Debtor's(s) Chapter 13 Plan (Containing a Motion for Valuation) was served on the following entities either by Electronic Service or by First Class Mail, Postage Pre-paid on the **11th day of December, 2019** :

(List each party served, specifying the name and address of each party)

Dated: **December 11, 2019**

**/s/ Vince M. Vela**

Vince M. Vela, Debtor's(s) Counsel

Affiliate Asset Solutions  
 xxxxxx1181  
 145 Technology Parkway NW Suite  
 100  
 Peachtree Corners, GA 30092

Commonwealth Financial Systems  
 xxxxxx08N1  
 Attn: Bankruptcy  
 245 Main Street  
 Dickson City, PA 18519

Delta Dental  
 xxxxxxxx2760  
 P.O. Box 1870  
 Alpharetta, GA 30023

Amanda LaShelle Mason  
 12428 Hunters Cabin Ct  
 Burleson, TX 76028

Credit collection Sevices  
 xx-xxxx-x3081  
 725 Canton St.  
 Norwood, MA 02062

Dr. James Bothwell  
 1651 W. Rosedale St Ste 100  
 Fort Worth, TX 76104

Big Picture Loan  
 xxx0811  
 E23970 Pow Wow Trail  
 Watersmeet, MI 49969

Credit One Bank  
 P.O. Box 98873  
 Las Vegas, NV 89193

Enhanced Recovery Corp  
 xxxxx1826  
 Attn: Bankruptcy  
 8014 Bayberry Road  
 Jacksonville, FL 32256

Cleburne Eye Clininc  
 xx8665  
 839 N. Nolan Rd  
 Cleburne, TX 76033

Credit Systems International, Inc  
 xxxxx1025  
 Attn: Bankruptcy  
 PO Box 1088  
 Arlington, TX 76004

Express Scripts  
 xx-xxxxx5048  
 P.O Box 790227  
 Saint Louis, MO 63179

Clinical Pathology Labs  
 xxxx8953  
 P.O. Box 141669  
 Austin, TX 78714

Credit Systems International, Inc  
 xxxxx7632  
 Attn: Bankruptcy  
 PO Box 1088  
 Arlington, TX 76004

First Access  
 xxxx-xxxx-xxxx-0667  
 P.O. Box 5220  
 Sioux Falls, SD 57117

Clinical Pathology Labs  
 xxxx5581  
 P.O. Box 141669  
 Austin, TX 78714

Credit Systems International, Inc.  
 xx3864  
 PO Box 1088  
 Arlington, TX 76004

First PREMIER Bank  
 xxxxxxxxxxxx0578  
 Attn: Bankruptcy  
 PO Box 5524  
 Sioux Falls, SD 57117

12/11/2019 04:50:24pm

Case No: 19-44833-ELM-13  
Debtor(s): **Amanda LaShelle Mason**

First PREMIER Bank  
xxxxxxxxxxxx7454  
Attn: Bankruptcy  
PO Box 5524  
Sioux Falls, SD 57117

Midland Mortgage Co  
Attn: Customer Service/Bankruptcy  
PO Box 26648  
Oklahoma City, OK 73216

Peterson Medical Group  
x xxxxxxx5081  
551 Hill Country  
Kerrville, TX 78028

Genesis Bc/Celtic Bank  
xxxxxxxxxxxx7201  
Attn: Bankruptcy  
PO Box 4477  
Beaverton, OR 97076

Nationwide Recovery Sy  
xxxx9810

Phoenix Financial Group  
xxx6086  
P.O. Box 361450  
Indianapolis, IN 46236

Indigo  
7201  
P.O. Box 4488  
Beaverton, OR 97076

Naviet  
xxxxxxxxxxxxxxxxxxxxxxxx1126  
Attn: Claims Dept  
PO Box 9500  
Wilkes-Barr, PA 19773

Phoenix Financial Group  
P.O. Box 361450  
Indianapolis, IN 46236

Internal Revenue Service  
Centralized Insolvency Operations  
P.O. Box 7346  
Philadelphia, PA 19101

North Texas Tollway Authority  
xxxx5016  
P.O. Box 660244  
Dallas, TX 75266

Professional Finance Company.  
xx7551  
5754 W. 11th St. Ste 100  
Greeley, CO 80634

Internal Revenue Service  
Special Procedures, RM 9A20  
1100 Commerce Street 5024 DAL  
Dallas, TX 75242

North Texas Tollway Authority  
xxx5485  
P.O. Box 660244  
Dallas, TX 75266

Quest Diagnostics  
xxxxxx0566  
P.O. Box 470779  
Cincinnati, OH 45274

Internal Revenue Service  
Central Insolvency  
P.O. Box 7346  
Philadelphia, PA 19101

Online Collections  
xxxxxxxxxxxx3915  
Attn: Bankruptcy  
PO Box 1489  
Winterville, NC 28590

Quest Diagnostics  
xxxxxx4404  
P.O. Box 470779  
Cincinnati, OH 45274

McCreary, Veselka, Bragg & Allen.  
L.L.C.  
xxxxxxxx/xxxxx1973  
P.O. Box 1310  
Round Rock, TX 78680

Pam Bassel  
7001 Blvd. 26, Suite 150  
N. Richland Hills, TX 76180

Recivable Management Services. LLC  
xxxxxxx6293  
Attn: Bankruptcy  
240 Emery Street  
Bethlehem, PA 18015

Midland Mortgage Co  
xxxx3371  
Attn: Customer Service/Bankruptcy  
PO Box 26648  
Oklahoma City, OK 73216

Path Advantage  
xx0611  
P.O. Box 224138  
Dallas, TX 75222

Safe Auto Insurance  
xxxxxxxx9A-00  
4 Easton Oval  
Columbus, OH 43219

Case No: 19-44833-ELM-13  
Debtor(s): **Amanda LaShelle Mason**

12/11/2019 04:50:24pm

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Santander  
xxxxxxxxxxxx1000  
Attn: Bankruptcy  
10-64-38-FD7 601 Penn St  
Reading, PA 19601

Total Visa/Bank of Missouri  
xxxxxxxxxxxx0332  
Attn: Bankruptcy  
PO Box 85710  
Sioux Falls, SD 57118

Speedy Cash  
xxxx-x-xxxx1087  
P.O Box 780408  
Wichita, KS 67278

Transworld Systems  
xxxx3132  
1005 Schrock Rd Ste 300  
Columbus, OH 43229

Sundance Anesthesia  
x4708  
4200 S. Hulen Suite 425  
Fort Worth, TX 76109

Tx Tag  
xxxxx2153  
P.O. Box 640749  
Dallas, TX 75265

Texas Brace Systems  
xxxxxxx/xxx4535  
P.O. Box 847092  
Dallas, TX 75284

US Anesthesia  
xxxx4411  
P.O. Box 840855  
Dallas, TX 75248

Texas Health Physicians Group  
xxxxxxxx-3-201  
P.O. Box 732262  
Dallas, TX 75373

The Brace Center LLC  
xx-x1155  
160 Central DR Suite 157  
Bedford, TX 76022

Third Coast Emerg. Phys.-Sid  
Peterson, P  
xxxxxx2502  
P.O Box 674130  
Dallas, TX 75267

Total Visa/Bank of Missouri  
xxxxxxxxxxxx0667  
Attn: Bankruptcy  
PO Box 85710  
Sioux Falls, SD 57118

Label Matrix for local noticing  
0539-4  
Case 19-44833-elm13  
Northern District of Texas  
Ft. Worth  
Wed Dec 11 16:57:00 CST 2019

Big Picture Loan  
E23970 Pow Wow Trail  
Watersmeet, MI 49969-5125

Commonwealth Financial Systems  
Attn: Bankruptcy  
245 Main Street  
Dickson City, PA 18519-1641

Credit Systems International, Inc.  
PO Box 1088  
Arlington, TX 76004-1088

Enhanced Recovery Corp  
Attn: Bankruptcy  
8014 Bayberry Road  
Jacksonville, FL 32256-7412

First PREMIER Bank  
Attn: Bankruptcy  
PO Box 5524  
Sioux Falls, SD 57117-5524

Internal Revenue Service  
Central Insolvency  
P.O. Box 7346  
Philadelphia, PA 19101-7346

Midland Mortgage Co  
Attn: Customer Service-Bankruptcy  
PO Box 26648  
Oklahoma City, OK 73126-0648

Online Collections  
Attn: Bankruptcy  
PO Box 1489  
Winterville, NC 28590-1489

Peterson Medical GRoup  
551 Hill Country  
Kerrville, TX 78028-6085

501 W. Tenth Street  
Fort Worth, TX 76102-3637

Cleburne Eye Clininc  
839 N. Nolan Rd  
Cleburne, TX 76033

Credit One Bank  
P.O. Box 98873  
Las Vegas, NV 89193-8873

Delta Dental  
P.O. Box 1870  
Alpharetta, GA 30023-1870

Express Scripts  
P.O Box 790227  
Saint Louis, MO 63179-0227

Genesis Bc-Celtic Bank  
Attn: Bankruptcy  
PO Box 4477  
Beaverton, OR 97076-4401

Internal Revenue Service  
Special Procedures, RM 9A20  
1100 Commerce Street 5024 DAL  
Dallas, TX 75242-1100

Naviet  
Attn: Claims Dept  
PO Box 9500  
Wilkes-Barr, PA 18773-9500

PYOD, LLC  
Resurgent Capital Services  
PO Box 19008  
Greenville, SC 29602-9008

Phoenix Financial Group  
P.O. Box 361450  
Indianapolis, IN 46236-1450

Affiliate Asset Solutions  
145 Technology Parkway NW Suite 100  
Peachtree Corners, GA 30092-3536

Clinical Pathology Labs  
P.O. Box 141669  
Austin, TX 78714-1669

Credit Systems International, Inc  
Attn: Bankruptcy  
PO Box 1088  
Arlington, TX 76004-1088

Dr. James Bothwell  
1651 W. Rosedale St Ste 100  
Fort Worth, TX 76104-7437

First Access  
P.O. Box 5220  
Sioux Falls, SD 57117-5220

Indigo  
P.O Box 4488  
Beaverton, OR 97076-4402

McCreary, Veselka, Bragg & Allen. L.L.C.  
P.O. Box 1310  
Round Rock, TX 78680-1310

North Texas Tollway Authority  
P.O. Box 660244  
Dallas, TX 75266-0244

Path Advantage  
P.O. Box 224138  
Dallas, TX 75222-4138

Professional Finance Company.  
5754 W. 11th St. Ste 100  
Greeley, CO 80634-4811

Quest Diagnostics  
P.O. Box 470779  
Cincinnati, OH 45274-0001

Recivable Management Services. LLC  
Attn: Bankruptcy  
240 Emery Street  
Bethlehem, PA 18015-1980

Robert A. Higgins & Associates, P.C.  
8200 Camp Bowie West Blvd.  
Fort Worth, TX 76116-6321

Safe Auto Insurance  
4 Easton Oval  
Columbus, OH 43219-6010

Santander  
Attn: Bankruptcy  
10-64-38-FD7 601 Penn St  
Reading, PA 19601-3544

Speedy Cash  
P.O. Box 780408  
Wichita, KS 67278-0408

Sundance Anesthesia  
4200 S. Hulen Suite 425  
Fort Worth, TX 76109-7999

Texas Brace Systems  
P.O. Box 847092  
Dallas, TX 75284-7092

Texas Health Physicians Group  
P.O. Box 732262  
Dallas, TX 75373-2262

The Brace Center LLC  
160 Central DR Suite 157  
Bedford, TX 76022

Third Coast Emerg. Phys.-Sid Peterson, P  
P.O. Box 674130  
Dallas, TX 75267-4130

Total Visa-Bank of Missouri  
Attn: Bankruptcy  
PO Box 85710  
Sioux Falls, SD 57118-5710

Transworld Systems  
1005 Schrock Rd Ste 300  
Columbus, OH 43229

Tx Tag  
P.O. Box 640749  
Dallas, TX 75265

US Anesthesia  
P.O. Box 840855  
Dallas, TX 75284-0855

United States Trustee  
1100 Commerce Street  
Room 976  
Dallas, TX 75242-0996

Amanda LaShelle Mason  
12428 Hunters Cabin Ct  
Burleson, TX 76028-0238

Pam Bassel  
7001 Blvd 26  
Suite 150  
North Richland Hills, TX 76180-8802

Vince Michael Vela  
Robert A. Higgins & Associates, P.C.  
8200 Camp Bowie West Boulevard  
Fort Worth, TX 76116-6321

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(d)Credit Systems International, Inc  
Attn: Bankruptcy  
PO Box 1088  
Arlington, TX 76004-1088

(u)Nationwide Recovery Sy

End of Label Matrix	
Mailable recipients	48
Bypassed recipients	2
Total	50

12/11/2019 04:50:25pm

Robert A. Higgins & Associates P.C.  
8200 Camp Bowie West  
Fort Worth, TX 76116

Bar Number: 24097232  
Phone: (817) 924-9000

IN THE UNITED STATES BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS  
FORT WORTH DIVISION  
Revised 10/1/2016

IN RE: Amanda LaShelle Mason  
12428 Hunters Cabin Ct  
Burleson, TX 76028

xxx-xx-5982

§  
§  
§  
§  
§

CASE NO: 19-44833-ELM-13

Debtor(s)

**AUTHORIZATION FOR ADEQUATE PROTECTION DISBURSEMENTS** DATED: **11/27/2019**

The undersigned Debtor(s) hereby request that payments received by the Trustee prior to confirmation be disbursed as indicated below:

Periodic Payment Amount	Variable Plan Payments. See Monthly Schedule below.*	
Disbursements	First (1)	Second (2) (Other)
Account Balance Reserve	\$5.00	\$5.00 carried forward
Trustee Percentage Fee	\$99.50	See below*
Filing Fee	\$0.00	See below*
Noticing Fee	\$55.65	See below*
<b>Subtotal Expenses/Fees</b>	<b>\$160.15</b>	<b>See below*</b>
Available for payment of Adequate Protection, Attorney Fees and Current Post-Petition Mortgage Payments:	<b>\$839.85</b>	<b>See below*</b>

**CREDITORS SECURED BY VEHICLES (CAR CREDITORS):**

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
Santander	2016 Chevrolet Malibu	\$19,899.00	\$12,125.00	1.25%	\$151.56
Total Adequate Protection Payments for Creditors Secured by Vehicles:					<b>\$151.56</b>

**CURRENT POST-PETITION MORTGAGE PAYMENTS (CONDUIT):**

Name	Collateral	Start Date	Scheduled Amount	Value of Collateral	Payment Amount
Midland Mortgage Co	Homestead	02/01/2020	\$100,866.00	\$178,826.00	\$970.90
Payments for Current Post-Petition Mortgage Payments (Conduit):					<b>\$970.90</b>

12/11/2019 04:50:25pm

Case No: 19-44833-ELM-13  
Debtor(s): Amanda LaShelle Mason

**CREDITORS SECURED BY COLLATERAL OTHER THAN A VEHICLE:**

Name	Collateral	Scheduled Amount	Value of Collateral	Adequate Protection Percentage	Adequate Protection Payment Amount
------	------------	------------------	---------------------	--------------------------------	------------------------------------

Total Adequate Protection Payments for Creditors Secured by Collateral other than a vehicle: **\$0.00**

**TOTAL PRE-CONFIRMATION PAYMENTS****First Month Disbursement (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):**

Current Post-Petition Mortgage Payments (Conduit payments), per mo: **\$0.00**  
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo: **\$151.56**  
Debtor's Attorney, per mo: **\$688.29**  
Adequate Protection to Creditors Secured by other than a Vehicle, per mo: **\$0.00**

**Disbursements starting month 2 (after payment of Clerk's Filing Fee, any Noticing Fee, Chapter 13 Trustee Percentage Fee, and retention of the Account Balance Reserve):**

Current Post-Petition Mortgage Payments (Conduit payments), per mo: **\$970.90**  
Adequate Protection to Creditors Secured by Vehicles ("Car Creditor"), per mo: **\$151.56**  
Debtor's Attorney, per mo: **See Monthly Schedule below\***  
Adequate Protection to Creditors Secured by other than a Vehicle, per mo: **\$0.00**

**\*Monthly Schedule**

Month	Plan Payment	Account Balance Reserve	Trustee Percentage Fee	Filing Fees	Noticing Fees	Subtotal Expenses/Fees	Available	Available for APD	Available for Attorney
1	\$1,000.00	\$5.00	\$99.50	\$0.00	\$55.65	\$160.15	\$839.85	\$151.56	\$688.29
2	\$1,695.00		\$169.50			\$169.50	\$1,525.50	\$1,122.46	\$403.04
3	\$1,695.00		\$169.50			\$169.50	\$1,525.50	\$1,122.46	\$403.04
4	\$1,695.00		\$169.50			\$169.50	\$1,525.50	\$1,122.46	\$403.04
5	\$1,695.00		\$169.50			\$169.50	\$1,525.50	\$1,122.46	\$403.04
6	\$1,695.00		\$169.50			\$169.50	\$1,525.50	\$1,122.46	\$403.04
7	\$1,695.00		\$169.50			\$169.50	\$1,525.50	\$1,122.46	\$403.04
8	\$1,695.00		\$169.50			\$169.50	\$1,525.50	\$1,122.46	\$342.47

**Order of Payment:**

Unless otherwise ordered by the court, all claims and other disbursements made by the Chapter 13 Trustee prior to entry of an order confirming the Chapter 13 Plan will be paid in the order set out above. All disbursements which are in a specified monthly amount are referred to as "per mo". At the time of any disbursement, if there are insufficient funds on hand to pay any per mo payment in full, claimant(s) with a higher level of payment shall be paid any unpaid balance owed on the per mo payment plus the current per mo payment owed to that same claimant, in full, before any disbursement to a claimant with a lower level of payment. Other than the Current Post-Petition Mortgage Payments, the principal balance owing upon confirmation of the Plan on the allowed secured claim shall be reduced by the total of adequate protection payments, less any interest (if applicable), paid to the creditor by the Trustee.

DATED: 12/11/2019

/s/ Vince M. Vela  
Attorney for Debtor(s)